

**Local 804 Contract Labor Internal Negotiations Minutes
September 13, 2018
Baker Room, HNPSB**

Call to Order 1:30 pm

Present: Adam Swift, NFD Negotiator
Joel Baker, NFD Negotiator
Bruce Skaug, City Councilman
Nick Adams, IAFF L804 President
Kirk Carpenter, NFD Deputy Chief
Richard Davies, NFD Deputy Chief
Phil Roberts, NPD Chief
Bobby Sanchez, Chief of Staff

Bobby Sanchez thanked all for the hard work throughout the process.

A copy of the draft contract was discussed:

- Term of contract
- Article 6 Sec 1, work out, holiday pay schedule, define work schedule
- Article 6 Sec 2, cleaned up
- Article 6 Sec 3, cleaned up
- Article 7 Sec 1, Promotions: TA'd but errors found and cleaned up
- Article 7 Sec 2, working out of classification, new language
- Article 9 Sec 2, leave as was originally presented
- Article 13 Sec 3, Squad language added and the ability to observe function of Squad for one year
- Article 14 Sec A, Percentage added for benefits, changed from a dollar amount
- Article 18 Sec 2, Added Pay During Military Leave

Closing statements made by Chief Roberts and Councilman Skaug.

NFD will call a membership meeting for final approval September 19th, 2018
Contract will go to the attorney for review and approval

Adjourn at 1:55 pm

Next meeting Thursday September 20th, 2018
8:30 am
Wallis Conference Room, HNPSB

CITY OF NAMPA
AND
NAMPA FIRE FIGHTERS LOCAL 804

CONTRACT

~~October 1, 2015~~

October 1, 2018

Draft



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ARTICLE 1 - SECTION 1 - GENERAL

The City of Nampa, hereinafter referred to as the "City" and Local 804 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union", in order to increase the general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employer, and to promote the morale, rights and well-being of the members of the Fire Department, hereby agree as follows:

ARTICLE 1 - SECTION 2 - TERM OF AGREEMENT

This agreement shall be effective October 1, ~~2015~~2018 and shall remain in full force and effect until September 30, ~~2018~~2019 provided however, that this agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto.

ARTICLE 2 - SECTION 1 - RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative of all the firefighters of the Fire Department, except supervisors as defined in Article 44-1801, 1812 of the Idaho code for the purpose of bargaining with respect to wages, hours of work, and working conditions and all other terms and conditions of employment.

Members - Shall be all firefighters employed by the City, in accordance with the term firefighter, as defined in Idaho Code, Title 44, Chapter 18.

40-hour member - Members assigned to work a forty (40) hour workweek schedule.

56-hour member- Members assigned to work a fifty-six (56) hour average hour per week schedule.

ARTICLE 2 - SECTION 2 - OPEN SHOP

Employees are not required to join the Union as a condition of employment.

ARTICLE 2 - SECTION 3 - PAYROLL DEDUCTION (UNION DUES)

As a service to the members, the City will, upon individual written request, deduct monthly Union

ARTICLE 4 - SECTION 2 - WORKING CONDITIONS

- A.) The Union recognizes that the City is engaged in a vital public service requiring continuous operations and hence recognizes the Union's obligations together with the City to work toward continued service to the City.
- B.) A minimum of 1 hour per weekday shift between 8:00 a.m. and 5:00 p.m. will be allotted for study in work related subjects including regular department training. Time is to be allowed in a consistent manner among shifts but shall not interfere with emergency operations.

ARTICLE 4 - SECTION 3 - WORKING RULES

The Union agrees that its members shall comply, in full, with the Fire Department Rules and Regulations, including those relating to conduct and work performance.

ARTICLE 4 - SECTION 4 - NO STRIKE CLAUSE

The Union agrees not to strike or take part in a strike upon consummation and during the term of this Agreement. No members shall recognize a picket line of any labor organization in the performance of their official duties.

ARTICLE 5 - SECTION 1 - MANAGEMENT RIGHTS

Except as provided in the Agreement, the Union recognizes the right of the employer to operate and manage its affairs. The Union recognizes the right of the City to establish departmental rules and procedures provided the City notifies the Executive Board of the Union no less than 30 days prior to the implementation of new, changed or deleted rules and/or procedures for input. Nothing in this Article shall be a waiver to bargain.

New, or changes to current Rules and Procedures that are brought forward either by the Union Safety Committee or the City that address a specific safety concern will not be subject to the 30 day waiting period. The City agrees to meet with the Safety Committee following such adoption to ensure proper implementation of the new or changed Rules and/or Procedures.

The City has the right to schedule overtime work as required in the manner most advantageous to the City. The City reserves the right to discipline or discharge for just cause. The City reserves the right to lay off members of the Fire Department. The City shall determine work schedules consistent with this agreement and establish methods and processes by which such work is performed. Shift trading shall be subject to the City's approval. The "City," in the context of this agreement shall include the Chief, the

ARTICLE 6- SECTION 1 - HOURS OF WORK AND DESIGNATED WORK PERIODS

A.) The designated work periods for all 56-hour members shall be a twenty-four (24) day cycle.

The regular work schedule for 56-hour members shall be two (2) twenty-four (24) hour shifts on duty worked consecutively and then four (4) twenty-four (24) hour days off. A shift is defined as twenty-four (24) hours of duty starting at eight o' clock a.m. and ending at eight o' clock a.m. the following day. For illustration purposes, the regular work schedule for 56-hour members is listed below with an X representing an on-duty shift and O representing a shift off:

XXOOOO

The FLSA work period for the 48/96 work schedule, beginning midnight 10/06/2012, will be conducted on a 24-day cycle.

For purposes of personal leave, the two shifts will be considered as two separate 24-hour shifts beginning at 08:00 on one day and ending at 08:00 on the next day.

~~B.) The designated work periods for all prevention bureau and training division members shall be forty (40) hours per week or less.~~

~~The regular work schedule for prevention bureau and training division members shall be four (4) ten (10) hour shifts or five (5) eight (8) hour shifts as best determined for both operations and service. The respective shift shall be mutually agreed upon by the Fire Chief and the Union.~~

~~B.) The designated work periods for all prevention bureau and training division members shall be forty (40) hours per week or less. The final decision on the allowed schedule will be at the determination of the supervising Chief, and will consider the needs of the member, division, city, and community.~~

40 hour members have two possible work schedules:

- 1.) Five 8-hour days Monday through Friday 8am – 5pm with a one hour lunch break between the hours 11am - 1pm.
- 2.) Four 10-hour days
 - a) Monday – Thursday 7am – 6pm with a one hour lunch break between the hours 11am - 1pm.

Special events include: event standby, proctoring/assisting testing events, mandatory meetings, and other mutually agreed upon events.

HOLDOVER

Holdover time shall be paid at a rate of time and one-half (1 ½) of the member's hourly wage rounded to the next ¼ hour for actual hours worked.

56-HOUR WORK PERIOD - FLSA 24 DAY CYCLE

In accordance with the Fair Labor Standards Act (FLSA), overtime shall be paid at a rate of one-half of the 56-hour members hourly wage to the next ¼ hour for actual hours worked in excess of 182 hours in each 24-day FLSA work period.

40-HOUR WORK PERIOD - FLSA 14 DAY CYCLE

In accordance with the Fair Labor Standards Act (FLSA), overtime shall be paid at a rate of one-half of the 40-hour members hourly wage to the next ¼ hour for actual hours worked in excess of 80 hours in each 14-day FLSA work period.

- A.) Overtime shall be paid at a rate of time one and one-half hour (1½) of the 56-hour member's hourly wage to the next quarter hour (¼) hour for actual hours worked. In accordance with the Fair Labor Standards Act (FLSA), overtime shall be paid at a rate of one-half (½) of the 56-hour members hourly wage to the next quarter hour (¼) hour for actual hours worked in excess of 182 hours in each 24 day FLSA work period. Overtime shall also apply to hours worked immediately following the second of the two 24-hour consecutive shifts for the purpose of holding a member over (holdover).
- B.) Overtime shall be paid at a rate of time and one and one-half (1½) of the 40-hour member's hourly wage to the next quarter hour (¼) hour for actual hours worked. Overtime shall apply to hours worked in excess of 40-hours each week.

ARTICLE 6 - SECTION 3 - COMPENSATORY TIME

Compensatory Time (Comp Time) shall be administered as outlined in the Comp Time policy approved between the Union and the City. The purpose of Comp Time is to compensate members of the bargaining unit for time spent off-duty to attend training classes in accordance with comp time policy and

to attend a department approved class, will not be required to return to shift for 12 (twelve) hours after arriving back into area. Any additional hours requested by the member will be charged personal leave to cover remainder of shift. Approval of additional leave will be at the discretion of the City.

Example: Member returns from two-week class and arrives back in area on his/her scheduled shift day at 10:00 A.M. This member will be required to report for duty at 10:00 P.M. that day. He/she may request remainder of shift as Personal Leave at the discretion of the City.

ARTICLE 7 - SECTION 1 - PROMOTION PROCEDURES

The following procedures shall govern all promotions for positions within the established bargaining unit:

A.) Examination shall be impartial and shall relate to those subjects which will fairly test the candidate's ability to discharge the duties of the position to be filled.

B.) Eligibility for promotion to all positions shall be as follows:

Probationary Firefighter	New Hire
Firefighter I	IFSAC Certified NFPA Standard
Firefighter II	IFSAC Certified NFPA Standard & NFD FFII requirements
Senior Firefighter	Firefighter II and Driver/Operator Qualified
Driver/Operator	Senior Firefighter
Deputy Fire Marshal	Officer Qualified
Training Officer Captain	Officer Qualified Senior Firefighter
Captain	7 years' experience with the Nampa Fire Department in fire suppression; Officer Qualified, Driver/Operator Tested Firefighter <u>Or Officer Qualified Senior Firefighter. A member shall be able to test for Captain in the testing cycle in which they will complete their 7th year in fire suppression. That member will not be able to accept a promotion until they have completed their 7th year in fire suppression with the Nampa Fire Department.</u>
Battalion Chief	Officer Captain with 3 years' experience as a Captain in Suppression or Training at Nampa Fire Department and who has not been on disciplinary probation in the 3 years preceding the promotional test.

C.) As a condition of continued employment and before being assigned to shift and firefighting duties, probationary firefighters shall pass the department Firefighter Academy written test with at least

86-0981.09 (final grade)

The successful candidate will be selected by the Chief from among the top three scoring candidates. Prior to making the final decision, the Chief shall consult with senior staff for their input regarding the top three candidates. Any member passed over for promotion in favor of another member who achieved a lower score shall be entitled to discuss with the Chief the reasons why that member was not promoted. After the discussion the Chief will send the member a letter summarizing the discussion.

- 1.) Promotional procedures for Training Captain shall consist of a canned course instruction (30 minutes of instruction), a self created course instruction (30 minutes of instruction), an oral interview, and a peer review. In addition to these test components, the candidate must have passed the most recent Suppression Captain's promotional exam, pass a Captains exam provided for the purpose of promoting to Training Captain, or be a promoted Suppression Captain. Results of the Captains test conducted for the purpose of promotion to Training Captain will have no impact on the current promotional list for Suppression Captain. The requirements to pass the Captains test for the Training Captain position will be the same as the requirements to pass the Suppression Captain exam, listed in Article 7 Section 1 Paragraph H. One half (1/2) point will be given for each completed year of service with the Nampa Fire Department. Resource material will be provided 120 days prior to the written test. Scoring for the Training Captain specific requirements will be as follows:

25% - Canned Course Instruction

25% - Self Created Course Instruction

25% - Oral Interview

25% - Peer Review

Example:

Canned Course Score: 82

+ Self Created Course Instruction: 86

+ Oral Interview: 90

+ Peer Review: 89

/ 4 = 86.75

+ Years of Service (10/2) 5

Total Score: 91.75

A tested and promoted Training Captain can return to the Suppression in a Suppression Captain capacity when, there is an opening in a Suppression Captains position, and he/she has completed two years in the Training division as a promoted Training Captain. A tested and

~~eligible to work as a step-up driver or as a step-up Captain the individual must satisfy the requirements as outlined in the department's policy for promotional procedures as outlined in Article 7 Section 1. Any member qualified to accept the responsibilities and carry out the duties of a rank above that which he/she normally holds shall do so to meet the needs of the Fire Department. The member will not receive extra compensation for working above their normal rank. Any member assigned to a lower rank shall be paid at the same rate as his/her regular pay or rank. To be eligible to work as a step-up Driver, Captain, or Battalion Chief the member must satisfy the requirements as outlined in the department's policy for promotional procedures in Article 7 - Section 1 - Promotional Procedures.~~

ARTICLE 7 - SECTION 3 - PERSONNEL REDUCTION

In the case of personnel reduction, the member with the least seniority shall be released first. No new employees will be hired until the furloughed members have been given the opportunity to return to work.

ARTICLE 7 - SECTION 4 - VACANCY

The City and the Union agree that vacancies occur in bargaining unit positions for various reasons. The City agrees that when vacancies occur in a bargaining unit position for any reason other than layoffs as outlined in Article 7 Section 3, the bargaining unit position(s) must be filled within 30 days of vacancy for the positions for which an eligibility roster is maintained, or those positions which do not require a testing procedure. The City will give first consideration to members on applicable eligibility lists. When a vacancy occurs that requires the hiring of a new member, and additional vacancies within the next 12 months are anticipated, the 30 days may be extended if mutually agreed by the City and the Union.

In the case of a vacancy for a bargaining unit position that will be filled by a promotion and requires a testing procedure, the date of the promotional test must be posted within 10 days of the vacancy and provided there are no changes in testing reference materials, the test will be given 90 days (+/- 5 days) thereafter. (If the reference materials for the various promotional tests applicable to the vacancy have been changed, the test will be given 120 days (+/-5 days) following the announcement as per the Contract, Article 7 - Section 11). An offer of promotion will then be tendered in a timely manner.

The City shall notify the Union, in writing, fourteen (14) days prior to any recommendation to vacate any bargaining unit position. When mutually agreed upon by the City and the Union, the time

ARTICLE 8 - SECTION 2 - METHOD OF PAYMENT

~~Any member on injury leave as described in Article 8 Section 1, shall~~ Any member on injury leave as described in Article 8, Section 1, shall receive his/her regular paycheck and benefits in accordance with the Collective Bargaining Agreement.

ARTICLE 8 - SECTION 3 - RETIREMENT BECAUSE OF INJURY

If a member is retired due to an on-duty injury or illness and then is taken off retirement at any future date, he/she shall be reinstated immediately at no lower rank than the rank at which he/she left the Fire Department.

- To be reinstated, the member shall meet the requirements for medical and behavioral release and be fit for duty as per policy prior to being eligible for reinstatement.
- If demotion is necessary to accommodate the reinstatement: the demoted member shall be immediately promoted to fill the next available opening at their previous rank.
- If a reduction in personnel is necessary, to accommodate the reinstatement, it shall be done in accordance with ARTICLE 7 – SECTION 3 – PERSONAL REDUCTION.

ARTICLE 8 - SECTION 4 - OFF DUTY INJURY, ILLNESS, OR PERSONAL CONDITION

Restricted Duty for off duty related injury, illness or personal condition shall be 100% voluntary on the part of the member; however restricted duty shall be made available upon written request to Fire Administration by the member.

Restricted Duty assignments shall be strictly limited to instructions, restrictions, or limitations provided by the injured member's medical doctor regarding their physical or mental status. The member must provide a Doctor's release to Fire Administration stating what limitations or functions the member is able to perform and for how long. (hours per day, per shift, days or shifts per month, etc.)

Restricted Duty is not limited to work at the fire department; assignments may be made throughout the City as determined by Fire Administration. Prior to making any work assignments Fire Administration will take into consideration the member's physical condition and their ability to complete the assignment.

Personal leave is accrued according to the following schedule:

HOURS OF PERSONAL LEAVE EARNED PER PAY PERIOD

<u>Work Schedule</u>	<u>Years of Continuous Employment</u>			
	Up to 5 th Anniversary	On 5 th Anniversary	On 10 th Anniversary	On 15 th Anniversary
8 Hour day	8.24	9.39	10.54	11.65
24 Hour day Avg.				
56 Hour-Week	16.23	17.61	19.00	20.84

Holiday pay, equal to the 10 recognized City holidays times 24 hours, is included in the 56-hour member accrual rate.

The following chart is an annual equivalent of hours earned per month:

<u>YEARS OF SERVICE</u>	<u>ANNUAL PERSONAL LEAVE</u>
Up to 5th Anniversary	17.6 Personal Leave Shifts
On 5th Anniversary	19.1 Personal Leave Shifts
On 10th Anniversary	20.6 Personal Leave Shifts
On 15th Anniversary	22.6 Personal Leave Shifts

For the purpose of the preceding tables, a member's years of service with the Department shall be that number of years he/she will have continuously served the Department as of his/her anniversary date. For purposes of payroll the increase will take effect at the beginning of the next payroll cycle following the anniversary date.

B.) ANNUAL CARRY OVER OF PERSONAL LEAVE AND MAXIMUM ACCUMULATION

Maximum accumulation of personal leave shall be 1250 hours for shift personnel (56 hours per

PL – Personal Leave

CT – Comp. Time

Members scheduled work shift: XX – 0000 – XX – 0000 – XX

Members scheduled Vacation Shifts: VV – 0000 – VV – 0000 – VV

VV – 0000 – TT – 0000 – VV

VV – 0000 – PLPL – 0000 – VV

VV – 0000 – CTCT – 0000 – VV

E.) CONSTANT STAFFING

There will be a minimum of one 24 hour shift available for every six (6) firefighters assigned to shift work each day. To accommodate this leave, if necessary, the department will use constant staffing to maintain the required minimum staffing. Events that will necessitate constant staffing only apply to vacancies in the duty roster, sick or injured members, and other approved FMLA leave, members attending approved classes or department business and up to and including the first 8 shifts per activation for military leave. It is agreed that the Nampa Fire Department will allow more than the minimum number of shifts available each day under the following conditions:

- 1.) The person requesting the additional PL agrees that such PL may be cancelled up to 24 hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested time off.
- 2.) The person requesting the additional PL will call in within 24-hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested time off to ensure the time is still available.
- 3.) Any circumstances that reduces staffing below “shift/minimum staffing” (Article 13 - Section 3) that occurs within 24-hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested PL will be covered by constant staffing and the PL request shall not be cancelled.

~~Within 30 days of any class, the Training Division may approve more than two members to attend the class if PI is available to maintain minimum staffing requirements. In that event, available PI may be locked up for class attendance as long as there are at least two shifts (open or filled) for personal leave.~~

It is agreed that the department will constant staff for one member of a shift attending the National Fire Academy (NFA). When more than one member, from the same shift, is attending a NFA class at the same time, it is agreed that PI may be locked up, for the purpose of maintaining minimum staffing requirements and sending additional members, from the same shift, to the NFA at the same time.

It is understood and mutually agreed that the City and members of Union will review the results of

Year one cap referenced below shall begin September 30 of the next fiscal year following the fiscal year of declaration. The member shall coordinate the payment timing (monthly, or quarterly) and complete necessary forms to affect the desired payment. The member is responsible for all declaration notice, timing matters, proper forms, etc.

56-hour members - Current cap of 1250 hours

Year	New Cap	Maximum hours the City will buy to get members to new cap
1	1050	225
2	850	225
3	625	225
4	425	225

40-hour members - Current cap of 700 hours

Year	New Cap	Maximum hours the City will buy to get members to new cap
1	525	200 <u>161</u>
2	400	150 <u>161</u>
3	300	125 <u>161</u>
4	200	125 <u>161</u>

- 2.) **CASH PAYMENT:** A member may receive a lump sum payment upon departure from service representing full payment for his/her accrued personal leave shifts and based upon his/her current salary at the time of departure. A member working in a 40-hour position and who has more than 700 hours of accumulated personal leave (due to transferring from a 56-hour position) at the time of departure will be paid for any hours in excess of 700 at the 56 hours per week pay rate based on his/her current salary.

H.) PAYMENT OF PERSONAL LEAVE UPON DISCHARGE

When a member is discharged for any reason, he/she will receive pay at his/her current rate of pay any and all personal leave shifts he/she has accrued prior to the date of discharge. A 40-hour member who has more than 700 hours of accumulated personal leave (due to transferring from a 56 hour position) at the time of discharge will be paid for any hours in excess of 700 at the 56 hours per week pay rate based on his/her current salary.

ARTICLE 10 - SECTION 1 - EMERGENCY TIME OFF (IN THE HOME)

If an emergency occurs in the home while the member is on duty or immediately prior to the member's scheduled shift, the member shall use personal leave with the approval of the senior officer on duty. This is meant to allow the member sufficient time to take care of the situation and is not intended for long duration. (See emergency time off SOP)

ARTICLE 10 - SECTION 2 - EMERGENCY TIME OFF (NEAR DEATH IN FAMILY)

In the event of near death emergency in the immediate family of a member (defined person in critical condition), the member shall be granted personal leave upon approval from the City. If in the City's opinion a doctor's statement of critical condition is necessary, the member will furnish such statement. The immediate family is defined in Article 9 - Section 2. Subsection G.

ARTICLE 11 - SECTION 1 - DAY UNIFORM

The day uniform shall consist of the uniform currently in effect and approved by the members of the Union and the City. New members will be required to be in day uniform after completion of the Fire Academy. Members in the Fire Academy will wear the uniform provided.

ARTICLE 11-SECTION 2 -BADGES

The City will furnish each member of the department (1) Class A Uniform badge, (1) hat badge, Class B Uniform Badge, and one (1) set of collar brass (Class A and B) for that member's position.

ARTICLE 11 - SECTION 3 - UNIFORM ALLOWANCE

The uniform allowance, in addition to salary, shall be \$850.00 per budget year. Each member of the department will be issued a prepaid card in the amount specified in this article that can be used at various merchants for the purchase of goods and services towards the purpose of uniform allowance. It will be the responsibility of each member of the bargaining unit to use their uniform allowance for the purpose intended. Statement balances shall be mailed from issuing bank to the city and to the employee. The city will not deposit funds into an account, which would cause the account to exceed a \$1500.00 credit. (If an October 1 credit balance on a card were \$950, then an additional credit of \$550 would be

If within five (5) business days after it has been submitted to the Mayor and still has not been settled, it shall be submitted to an arbitrator selected from a list of five (5) names provided by Federal Mediation and Conciliation Services, American Arbitration Association or JAMS Inc. A representative of the City and a representative of the Union will choose an arbitrator.

If within five (5) Business days the two representatives cannot agree upon the arbitrator, the two representatives will alternately strike names from the list until one (1) name remains.

If in the case one representative refused to act upon the list of names, the other representative shall choose a name from the list. The remaining or chosen name shall be the arbitrator. Within five (5) business days after the arbitrator is selected, the parties shall meet and set a date to hear all evidence.

The findings of the arbitrator shall be binding and final upon all parties concerned. Each party shall pay for its' own expenses and representatives in the grievance process. Fees from the arbitrator and other relates costs will be shared equally by both parties.

ARTICLE 13 - SECTION 1 - SAFETY COMMITTEE

The City agrees to recognize the Union's safety committee as a functioning arm of the Union with the express purpose of providing for safety, health, and well-being of the member of the Fire Department. The City shall meet as often as necessary with the Union Safety Committee to investigate, study and consider safety concerns and recommendations, accident reports, identify safe work practices, protective clothing, equipment, tools and other devices, and to develop and implement safe work policies and procedures that promote the safety, well-being and health of the members of the Fire Department.

ARTICLE 13 - SECTION 2 - SAFETY EQUIPMENT

The City shall furnish safety equipment deemed necessary in the performance of the member's duties according to nationally recognized standards.

ARTICLE 13 - SECTION 3 - SHIFT MINIMUM STAFFING

A.) The City reserves the right to determine the number of Battalion Chiefs, Engine Companies, and Truck Companies, and Squads to provide service and fire protection to the City.

B.) Each Shift shall have a Battalion Chief.

C.) Each Engine Company shall consist of a minimum of:

1 Captain

ARTICLE 14 - SECTION 2 - INSURANCE

A.) The Union has chosen to contract for health, dental and vision insurance for its members from a private insurance producer, instead of remaining as beneficiaries of the City sponsored Employee Benefit Trust Plan. Therefore, the City agrees to provide \$14,796.00 per member for plan year 2019.

It is further agreed that within the plan benefits selected and procured by the Union, any and all wellness plans and incentives shall be provided for within the plans schedule of benefits and the City has no further cost than that which is listed above. In the event, the Union chooses to use a portion of the cost above toward a medical flex account, the Union shall notify the City at least sixty days prior to the beginning of the plan year to coordinate any member deducts, offset or card plan details.

It is further agreed that should the Union determine that it would prefer for the members to return to the City sponsored Employee Benefit Trust Plan at some time in the future, the City and Union will meet and confer to determine the feasibility and timing of the return to the trust.

B.) The parties agree to medical expense reimbursement plan (MERP) as follows:

1. Effective October 1, 2015, ~~through payroll deduction from each member,~~ the City shall ~~contribute~~ ~~remit~~ ~~\$100.00~~ \$150.00 per month per bargaining unit member, who has successfully completed the new hire training academy, and associate union members ~~through payroll deduction~~ to the Washington State Council of Firefighters Post-Retirement Medical Trust ("Trust Fund").

2. The Union and the members agree to hold the city harmless and indemnify the city from any and all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and members shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust Fund. The Union and members shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.

3. Under no circumstances whatsoever will the city be liable for direct pay of any Trust Fund benefit to the members and/or retired members and/or their beneficiaries.

4. Each bargaining unit member will contribute 25% of his or her personal leave balance to the post-retirement medical trust at the end of his or her employment.

*Local 804 and the City of Nampa agree that effective October 1st of 2019 Article 14 – Section 2 –

Upon 20th Anniversary \$2.06 per hour
Upon 25th Anniversary \$2.47 per hour

In addition to base pay, those 40-hour members that have been employed by the Fire Department in excess of five (5) years shall be paid the following:

Upon 10th Anniversary \$1.16 per hour
Upon 15th Anniversary \$2.31 per hour
Upon 20th Anniversary \$2.88 per hour
Upon 25th Anniversary \$3.46 per hour

For purposes of payroll the increase will take effect at the beginning of the next payroll cycle following the anniversary date.

ARTICLE 15 - SECTION 1 - EXTRA DUTY

If in the discretion of the City extra-duty positions are required and subsequently funded through the Department budget, the extra-duty positions will be filled by the member(s) most qualified for the position. Any member choosing to turn down this position shall not be penalized. If for any reason a position should become vacant, the opportunity to fill the position will be based on qualifications. Members are limited to no more than two Extra Duty assignments for which compensation is received; provided, however, for the purposes of computing the maximum Extra Duty assignments allowed by this Section, paramedic certification shall not be considered an Extra Duty assignment.

ARTICLE 15 - SECTION 2 - HAZARDOUS MATERIALS TEAM PAY

It is hereby recognized that some members of the Nampa Fire Department are also members of the State of Idaho Hazardous Materials Response Team. During incidents in which these members respond as Team members for the State HazMat Team, the City agrees to compensate these members according to the customary amounts paid by area agencies and state officials. The City will then submit a cost recovery request to the State of Idaho for reimbursement. These fees only apply when members respond off-duty and are currently:

Team Leader: \$60.00/hour
Team Leader: \$50.00/hour

approval from the member's military commanding officer.

B.) The member on active duty military shall provide to the Fire Chief a written request for reclassification to part-time status with a list of dates the member is available to work. This request shall be delivered to the Fire Chief at least two weeks in advance of the first of such dates. The Fire Chief will, at least one week in advance, notify the member in writing if the member will be assigned to part-time status and the dates and locations where the member should report. These written communications shall be dated and may be by email with each party acknowledging receipt of any email communications. The part-time work may be at any location and for any assignment for which the member is qualified. The part-time work may be for any length of time within the hours that the member has indicated availability.

C.) The member will not earn overtime unless member is assigned to work hours that exceed 40 hours in any one-week period, which period shall begin at 0001 hours each Sunday and end of 2400 hours the following Saturday.

D.) The member shall accumulate no Nampa benefits and receive no Nampa benefits during this period of reclassification, except for: 1) specific benefits approved by City Council for active duty military employees and their dependents, 2) contributions to PERSI for hours worked, and 3) if the member is available, participation in the fitness test and vacation picks.

ARTICLE 18 - SECTION 2 - Pay During Military Leave

Members are entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces. Any member is entitled to military leave.

1. 40-hour members will accrue 120 hours of military leave in a fiscal year. 56-hour member will accrue 168 hours of military leave in a fiscal year.
2. Members may elect to use the military leave of absence with pay when certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces falls on their regularly scheduled work day.
3. Inactive Duty Training is authorized training performed by members of a Reserve or National Guard component not on Active Duty. It is performed in connection with the prescribed activities of the Reserve or National Guard. It consists of regularly scheduled unit training periods, additional training periods, and equivalent training.
4. Eligible member may use the allotted accrued hours per year for Active Duty, Active Duty Training, and Inactive Duty Training.

